

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

---

CAPTEC FINANCIAL GROUP, INC.,  
24 Frank Lloyd Wright Dr.  
Lobby 1, 4<sup>th</sup> Floor  
Ann Arbor, Michigan 48106,

Plaintiff,

vs.

BAGGA ENTERPRISES, INC.,  
121 Dickerson Road, Unit 6  
North Wales, Pennsylvania 19454,

JAMUNA REAL ESTATE, LLC  
121 Dickerson Road, Unit 6  
North Wales, Pennsylvania 19454

UNITED MANAGEMENT SERVICES, INC.,  
121 Dickerson Road, Unit 6  
North Wales, Pennsylvania 19454,

-and-

WELCOME GROUP, INC.  
121 Dickerson Road, Unit 6  
North Wales, Pennsylvania 19454,

Defendants.

---

Civil Action No. 02-CV-2710

**MOTION FOR ENTRY OF  
DEFAULT JUDGMENT PURSUANT TO R. CIV. P. 55(b)**

Plaintiff Captec Financial Group, Inc., by and through its undersigned attorneys,  
hereby moves this Honorable Court for entry of Default Judgment against Defendants Bagga  
Enterprises, Inc., Jamuna Real Estate, LLC, United Management Services, Inc., and Welcome

Group, Inc., for failure to plead or otherwise respond to Plaintiff's Complaint, and in support thereof asserts the following:

1. This action was instituted by Complaint and Summons on May 14, 2002.
2. The parties entered into a Forbearance Agreement on or around June, 2002, whereby Plaintiff agreed to wait until August 30, 2002, before continuing its pursuit of legal action against the Defendants. Due to the confidential nature of the Forbearance Agreement, it is not attached, but will be provided to the Court upon request.
3. The Forbearance Agreement has now expired, and has not been extended.
4. To date, no Answer or other responsive pleading has been filed.
5. On September 13, 2002, plaintiff moved for a default.
6. On September 24, 2002, the Court directed the Clerk of Court to enter default provided the requirements were met.
7. On September 25, 2002, the Clerk of Court entered default. (Attached as Exhibit A).
8. An affidavit of counsel, David F. McCann, Esquire, affirming the averments herein is attached and incorporated by reference herein as Exhibit B.

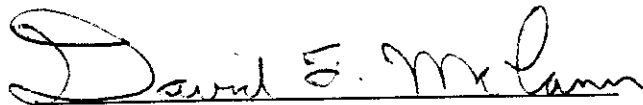
WHEREFORE, Plaintiff Captec Financial Group, Inc. respectfully requests the Court to enter a Default Judgment in favor of plaintiff and against defendants pursuant to Fed. R. Civ. P. 55(b) as follows:

1. Judgment in the amount of \$1,505,862.54 (representing principal and interest) as of September 27, 2002, plus interest at the rate of \$444.21 per diem from that day forward.

2. Permanently enjoining Defendants from conveying, assigning, or otherwise dissipating the collateral covered by the Security Agreement (Attached as Exhibit C) and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, (Attached as Exhibit D) and ordering Defendants to cooperate fully with Plaintiff to recover such collateral, and to pay all reasonable attorneys' fees and expenses, and court costs.

3. Ordering Defendants to file a full inventory and accounting of all property listed on the Security Agreement and the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement, including the location of the assets, the names and addresses of the purchasers of any assets, the items purchased by each, the amount received, and the disposition of the proceeds of any such sales.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "David F. McCann", written over a horizontal line.

Kevin W. Walsh  
Pa. Attorney I.D. No. 32699  
David F. McCann  
Pa. Attorney I.D. No. 87609  
Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103  
215-981-4000

Attorneys for Plaintiff

Dated: September 27, 2002